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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

RIMINI STREET, INC., a Nevada corporation,

Plaintiff,

v.

ORACLE INTERNATIONAL  
 CORPORATION, a California corporation,

Defendant.

ORACLE AMERICA, INC., a Delaware  
 corporation; and ORACLE INTERNATIONAL  
 CORPORATION, a California corporation,

Counterclaimants,

v.

RIMINI STREET, INC., a Nevada corporation;  
 SETH RAVIN, an individual,

Counterdefendants.

Case No 2:14-cv-01699 LDG VCF

**AMENDED COUNTERCLAIMS FOR  
 DAMAGES AND INJUNCTIVE  
 RELIEF FOR:**

- (1) COPYRIGHT INFRINGEMENT;
- (2) VIOLATION OF DIGITAL  
 MILLENNIUM COPYRIGHT ACT
- (3) VIOLATION OF LANHAM ACT;
- (4) INTENTIONAL INTERFERENCE  
 WITH PROSPECTIVE ECONOMIC  
 ADVANTAGE;
- (5) INDUCING BREACH OF  
 CONTRACT;
- (6) BREACH OF CONTRACT;
- (7) UNFAIR COMPETITION;
- (8) UNJUST ENRICHMENT /  
 RESTITUTION; and
- (9) AN ACCOUNTING

**JURY DEMAND**

**PUBLIC REDACTED VERSION**

1                   **ORACLE’S AMENDED COUNTERCLAIMS AGAINST RIMINI**

2                   Counterclaimants Oracle America, Inc. (“Oracle America”) and Oracle International  
3                   Corporation (“OIC”) (together “Oracle”) for their Counterclaims against Defendants Rimini  
4                   Street, Inc. (“Rimini”) and Seth Ravin (together “Counterdefendants”), allege as follows based  
5                   on their personal knowledge as for themselves, and on information and belief as to the acts of  
6                   others:

7                   **I.       INTRODUCTION**

8                   1.       These counterclaims mark the latest chapter in the long saga of Rimini’s  
9                   massive theft of Oracle’s software, masterminded by its CEO Seth Ravin. For years, Rimini and  
10                  Ravin lied to their customers (and to this Court) about how they provide support for various  
11                  Oracle software products. Along the way, the Court held Rimini and Ravin in contempt of court  
12                  for refusing to testify about that support, and later sanctioned Rimini for intentionally destroying  
13                  evidence of how it provided that support. After a jury trial, Rimini was found to have infringed  
14                  Oracle’s copyrights in Oracle’s PeopleSoft-, JD Edwards- (“JDE”)-, Siebel-, and Oracle  
15                  Database-branded software and support materials, and to have engaged in other unlawful  
16                  activities. Oracle asserts these counterclaims to end Rimini’s and Ravin’s unlawful conduct, once  
17                  and for all.

18               2.       In 2010, Oracle sued Rimini and Ravin for infringement of Oracle’s  
19                  copyrights and other misconduct to provide illegal support services to Oracle customers. In that  
20                  case (“*Rimini I*”), the Court granted or granted in part two Oracle motions for partial summary  
21                  judgment, establishing Rimini’s liability for certain acts of copyright infringement, including  
22                  (1) copying Oracle’s software to locations other than the customers’ facilities and (2) copying  
23                  some customers’ software to support multiple customers (“cross-use”).

24               3.       Rimini admitted in Court filings in *Rimini I* that “Rimini continued its  
25                  infringing activities through at least February 2014,” the date of the Court’s first ruling in *Rimini I*  
26                  that Rimini had engaged in copyright infringement.

27               4.       In August 2014, after the Court’s second ruling in *Rimini I* that Rimini had  
28                  engaged in copyright infringement, Rimini stated publicly that the Court’s rulings relate “to

1 processes and Oracle software no longer in use at Rimini.”

2           5.       In October 2015, after the jury in *Rimini I* found Rimini liable for  
3 copyright infringement and computer access violations, Rimini stated publicly that “Rimini Street  
4 ceased the use of Oracle software on its servers and transitioned to a remote access connection  
5 service model for all clients by July 2014” and that “Rimini Street [has] ceased using the  
6 particular processes that Oracle challenged as infringing.”

7           6.       Rimini made these and other statements as a part of a campaign to falsely  
8 assure its customers and other Oracle software licensees, investors, and the public that the rulings  
9 in *Rimini I* would “not cause interruptions to service for ANY client or ANY product.” As  
10 described below, Rimini’s representations were false. Rimini’s “new” process still involves  
11 intentional and systematic misuse of Oracle software. Rimini is both lying to its customers and  
12 continuing to infringe Oracle’s copyrights.

13           7.       Rimini’s “new” copying, enabled by unlawful downloading from Oracle’s  
14 websites, violates the same laws as the old support process, as already adjudged by this Court.  
15 The new conduct, wrongly advertised to customers as outside the scope of the Court’s ruling,  
16 necessitates these counterclaims to bring a full stop to Rimini’s and Ravin’s recidivist illegal  
17 copying and cross-use of Oracle’s intellectual property. These counterclaims address the  
18 infringement that Oracle knows about based on its investigation to date. Given Rimini and  
19 Ravin’s track record of deception and wrongful conduct, Oracle expects that discovery will reveal  
20 additional infringement and other wrongdoing.

21           8.       From its inception, Rimini based its business model on the widespread  
22 illegal copying of Oracle’s copyrighted software and support materials. Rimini holds itself out as  
23 a support provider to companies that license certain Oracle enterprise software, including its  
24 PeopleSoft-, JDE, Siebel-, E-Business Suite-, and Oracle Database -branded software. At every  
25 step, Rimini has proclaimed its innocence. At every step, Oracle has proved that Rimini infringed  
26 Oracle’s copyrights.

27           9.       Rimini’s “new” model is fundamentally the same as the illegal business  
28 model at issue in *Rimini I*. Rimini simply has shifted some of its illicit activities from its own

1 servers to the cloud or to other locations that do not constitute a licensed customer's facilities, and  
2 apparently has continued others. Rimini and Ravin have not explained – and apparently cannot  
3 explain – how they have remedied *any* of the copying and cross-use of Oracle's software this  
4 Court held illegal. Yet Rimini and Ravin continue to recruit Oracle's customers with false  
5 assurances that they have.

6           10. Rimini's "new" business model just extends again the infringing practices  
7 Ravin pioneered at SAP TomorrowNow ("SAP TN") and subsequently refined at Rimini. SAP  
8 had no choice but to shut down that unlawful enterprise, built on SAP TN's criminal copyright  
9 infringement, and Oracle seeks to similarly put an end to Rimini's unlawful activities. Rimini's  
10 and Ravin's copyright infringement and other illegal, wrongful, and unfair business practices  
11 threaten irreparable harm to Oracle, its many employees, customers, shareholders, and the  
12 industry at large. Oracle has no adequate remedy at law for the harm threatened and caused by  
13 these acts.

## 14 **II. THE PARTIES**

15           11. On February 15, 2010, Oracle USA, Inc. ("Oracle USA"), a Colorado  
16 corporation, merged with and into Sun Microsystems, Inc. Sun Microsystems, Inc., the surviving  
17 corporation, was then renamed "Oracle America, Inc." ("Oracle America"). Counterclaimant  
18 Oracle America is a Delaware corporation, with its principal place of business in Redwood City,  
19 California. Oracle America develops and licenses certain intellectual property, including  
20 copyrighted enterprise software programs, and provides related services. Oracle America is the  
21 successor in interest to Oracle USA, and Oracle USA is the successor to PeopleSoft USA, Inc.  
22 ("PeopleSoft") and a successor in interest to certain PeopleSoft, JDE, and Siebel entities.

23           12. Counterclaimant OIC is a California corporation, with its only place of  
24 business in Redwood City, California. OIC owns and licenses certain intellectual property,  
25 including copyrighted enterprise software programs used around the world. Intellectual property  
26 rights formerly held by certain PeopleSoft, JDE, and Siebel entities were transferred to OIC as  
27 part of Oracle's acquisitions of PeopleSoft and Siebel. OIC is the owner or exclusive licensee of  
28 the copyrights at issue in this action.

1                   13.     Seth Ravin is the founder and CEO and former president of Rimini, and the  
2     former President of SAP TN. He is a resident of Nevada.

3                   14.     Rimini is a Nevada corporation with its principal place of business in Las  
4     Vegas, Nevada. Ravin founded and controls Rimini.

5                   15.     Counterdefendants all are doing business in and have directed their  
6     activities at Nevada. Rimini is headquartered in this district, and Ravin resides in this district.  
7     Rimini also advertises, promotes, sells, licenses, services, and supports customers in Nevada.  
8     Counterdefendants have also committed their unlawful conduct in other states.

9                   16.     At all material times, through his ownership of Rimini and his role as CEO  
10    and President, Seth Ravin had both the right and the authority to control, and had a direct  
11    financial interest in, Rimini's actions.

12                  17.     At all material times, each of the Counterdefendants was the agent, servant,  
13    employee, partner, joint venturer, representative, subsidiary, parent, affiliate, alter ego, or co-  
14    conspirator of the others, had full knowledge of and gave substantial assistance to the alleged  
15    activities, and in doing the things alleged, each was acting within the scope of such agency,  
16    service, employment, partnership, joint venture, representation, affiliation, or conspiracy, and  
17    each is legally responsible for the acts and omissions of the others.

### 18    **III.    JURISDICTION**

19                  18.     Oracle's counterclaims fall within the Court's supplemental jurisdiction  
20    pursuant to 28 U.S.C. § 1367(a).

21                  19.     Oracle's first and second causes of action arise under the Federal Copyright  
22    Act, 17 U.S.C. § 101 *et seq.*, and its third cause of action arises under the Lanham Act, 15  
23    U.S.C. § 1051 *et seq.* Accordingly, this Court has subject matter jurisdiction over this action  
24    pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1338.

25                  20.     This Court has supplemental subject matter jurisdiction over the pendent  
26    state law claims under 28 U.S.C. § 1367, because these claims are so related to Oracle's claims  
27    under federal law that they form part of the same case or controversy and derive from a common  
28    nucleus of operative facts.

21. This Court also has original subject matter jurisdiction over the state law claims under 28 U.S.C. § 1332 because there is a complete diversity of citizenship between the Counterclaimants and Counterdefendants, and the amount in controversy exceeds \$75,000.

#### **IV. VENUE**

22. Venue in this district is appropriate, pursuant to 28 U.S.C. § 1391, because Counterdefendants Rimini and Ravin reside in this district and because a substantial part of the events giving rise to the dispute occurred in this district, a substantial part of the property that is the subject of the action was and is situated in this district, and the Court has personal jurisdiction over each of the Counterdefendants as alleged throughout this Counterclaim.

#### **V. DIVISION ASSIGNMENT**

23. Assignment to the Las Vegas division is proper under Civil Local Rule IA 8-1(a), because this action arises, in part, in Las Vegas, where Rimini is headquartered and Ravin resides and where, among other places, both engaged in their unlawful conduct.

#### **VI. FACTUAL ALLEGATIONS**

##### **A. Oracle's Software And Support Materials**

24. Oracle is the world's largest enterprise software company, and the first to receive J.D. Power & Associates' global certification for outstanding service and support based on measuring customer satisfaction worldwide. Oracle develops, manufactures, markets, distributes, and services software designed to help its customers manage and grow their business operations. Oracle's enterprise software and technology offerings include database, middleware, and applications software programs.

25. As is typical in the enterprise software industry, Oracle does not sell ownership rights to its software or related support products to its customers. Instead, Oracle's customers purchase licenses that grant them limited rights to use specific Oracle software programs, with Oracle retaining all copyright and other intellectual property rights in these works. In addition, licensed customers can, and typically do, purchase some set of technical support services. Those services include upgraded products such as updates, bug fixes, or patches to the software programs the customers have expressly licensed from Oracle and have the right to use

1 for purposes authorized by Oracle.

2           26. Oracle's license agreements with its customers may vary according to the  
3 products licensed, including because the customers originally contracted with PeopleSoft, Siebel,  
4 and/or JDE, but all of the relevant license agreements for what is now Oracle software set  
5 comparable rules for access to, and reproduction, distribution, and use of, that software. Among  
6 other things, those rules prohibit access to, or reproduction, distribution, or use of, any portion of  
7 the software not expressly licensed to and paid for by the licensee. They also prohibit any  
8 sublicense, disclosure, use, rent, or lease of the software to third parties.

9           27. The licenses, with a few exceptions that are not relevant here, also restrict  
10 where the customer physically may install the software, to whom it may provide copies, and the  
11 purposes for which it may make those copies. These licensing restrictions are important to  
12 protect Oracle's substantial investment in the development of its software. They also help to  
13 make worthwhile Oracle's continuous enhancement of its products for the benefit of its  
14 customers, which requires significant investment in research and development.

15           28. Oracle's license agreements define Oracle's confidential information to  
16 include, without limitation, Oracle's software, its object and source code, and any associated  
17 documentation or service offerings. In certain instances, licensees may designate third parties to  
18 help maintain Oracle's software, but only subject to the terms of the relevant license agreement  
19 between the licensee and Oracle. With a few exceptions that are not relevant here, those  
20 agreements generally preclude the third party from installing the software on an offsite server or  
21 accessing the source code of the software. The license agreements generally prohibit the licensee  
22 or any third party from using the software offsite without notice to Oracle, prohibit disclosure to  
23 third parties, and prohibit any use other than by the customer for production, back up, archival  
24 and in-house disaster recovery purposes. As defined in one illustrative license agreement,  
25 "software" specifically includes the update products made available to customers as part of the  
26 support contracts that customers purchased from Oracle.

27           29. Through its Terms of Use, Oracle also restricts access to the technical  
28 support websites that Oracle customers or their authorized agents use to access and download



Oracle's copyrighted materials licensed to Oracle customers. These copyrighted materials include software and related updates and instructional materials across the PeopleSoft, JDE, Siebel, Oracle E-Business Suite, and Oracle Database families of software products (the "Software and Support Materials").

30. Access to Oracle's Software and Support Materials on its technical websites (including My Oracle Support, Oracle.com, and E-Delivery websites) is governed by the Oracle website's Terms of Use. These Terms of Use state: "By accessing or using the Site or the Content provided on or through the Site, you agree to follow and be bound by the following terms and conditions concerning your access to and use of the Site and the Content provided on or through the Site ('Terms of Use') . . . ." These Terms of Use prohibit users from downloading, storing, viewing, or printing the materials on that website or available for download through the Site other than "solely for personal, informational, non-commercial purposes." The Terms of Use also prohibit the user from modifying or altering those materials "in any way" and prohibited redistribution. The Oracle website's Terms of Use further state: "Your use of software is subject to all agreements such as a license agreement or user agreement that accompanies or is included with the Software, ordering documents, exhibits, and other terms and conditions that apply . . . ."

31. Further, Oracle's E-Delivery website, which provides access to the software applications for Oracle's products, has its own E-Delivery Terms of Use. These Terms of Use condition access to the site on the following agreement: "(1) you have already obtained a license from Oracle, or an Oracle partner, for your use of the software and that your Oracle [Agreement] . . . governs your use of the software, or (2) if you have not already obtained a license . . . you accept that the Oracle Trial License Agreement below governs your use of the software for the time specified in such agreement." The Oracle Electronic Delivery Trial License Agreement in turn states that "[t]his Trial Agreement grants you the temporary right to use the Programs for evaluation purposes on your single computer designated by you . . . . You may use the Programs only for evaluation and testing and not for production use." The Trial License Agreement prohibits any "use [of] the Programs for commercial timesharing, rental, or service bureau use" and provides that the user may not "duplicate and/or install the Programs other than



1 as specified in this Trial Agreement.”

2 32. To assist customers with valid support agreements in updating their  
3 licensed software, Oracle provides software utilities that allow a customer to search for and  
4 download updates that meet user-defined criteria, such as the set of products and modules the  
5 customer has licensed.

6 **B. Rimini’s Business Model**

7 33. In the world of enterprise software applications, revenue comes from three  
8 basic activities: (a) licenses of the underlying software applications; (b) consulting relating to the  
9 implementation and operation of the software; and (c) support contracts to update and upgrade the  
10 software.

11 34. Rimini provides support services to customers who use Oracle software,  
12 including Oracle’s PeopleSoft-, JDE-, Siebel-, E-Business Suite- and Oracle Database-branded  
13 software.

14 35. Rimini claims to compete with Oracle by providing low-cost maintenance  
15 and support services to Oracle customers running assorted versions of these software programs.  
16 Rimini advertises that it can cut customer maintenance and support bills in half and give  
17 customers a reprieve from software upgrade cycles. It claims to do so by allowing customers to  
18 remain on older, often outdated, versions of Oracle software rather than moving to later versions,  
19 and by eliminating fees for fixes and upgrades that customers would otherwise have to pay to  
20 remain on the older versions. Rimini claims to provide such fixes and updates and thereby to  
21 support outdated software for 10 years past its general availability without additional cost to  
22 customers.

23 36. In addition to those services, Rimini offers “customization fixes,” “tax and  
24 regulatory updates,” “applications and repository fixes,” and “24/7 Support with Guaranteed 30  
25 Minutes or less Response” for software programs to which it has no intellectual property rights.  
26 Rimini claims to offer this comprehensive support at “More Than 50% Annual Cost Savings.”

27 37. Without improperly and impermissibly cross-using one customer’s  
28 software to create updates and provide support for others, Rimini does not have the development

1 capability to meet the support commitments it advertises at any price, much less the 50% discount  
2 it promotes.

3 38. Rimini's public statements and its new suit for declaratory relief suggest  
4 that Rimini is seeking to falsely assure its existing customers and potential new customers that its  
5 current business model is not unlawful.

6 **C. The Beginning of Rimini's and Ravin's Business Model: SAP TN**

7 39. Ravin helped create Rimini's illegal business model at his prior company,  
8 SAP TN, with his partner Andrew Nelson. SAP TN made and used thousands of copies of  
9 Oracle's copyrighted software applications and database software and created custom  
10 programmed tools to "scrape" Oracle's website for bug fixes, patches, updates, and instruction  
11 manuals.

12 40. In 2005, Ravin and Nelson sold SAP TN to the German software  
13 conglomerate SAP AG. SAP AG publicly admitted that SAP TN improperly copied Oracle  
14 Software and Support Materials and shut it down in October 2008, having concluded that it could  
15 not provide support services without infringing Oracle's intellectual property rights.

16 41. In March 2010, SAP AG and SAP TN conceded that, during the time that  
17 Ravin was managing SAP TN under the supervision and control of SAP AG, SAP TN infringed  
18 Oracle's copyrights and violated both the federal Computer Fraud and Abuse Act and California  
19 Penal Code section 502(c)(7) by unlawfully accessing Oracle computers. SAP TN pled guilty to  
20 federal criminal charges of illegally downloading Oracle's software and willfully infringing  
21 Oracle's copyrights during that time.

22 42. After Ravin left SAP TN, he founded Rimini. Ravin has admitted that  
23 Rimini mimics and expands the SAP TN model: "Our [Rimini's] basic model for TomorrowNow  
24 customers is that you're going to get the same kind of savings" because "[w]hat we're offering is  
25 on top of what they're used to, which is the vanilla offering that I actually assembled – because it  
26 hasn't changed much from what I put together at TomorrowNow several years ago when we were  
27 launching the company." Rimini stated that tax and regulatory updates to Oracle software  
28 applications "are packaged the same as Client is used to receiving previously from PeopleSoft

1 Corporation and then TomorrowNow, Inc. There is no difference in how Rimini tax and  
2 regulatory updates are installed.”

3 43. Oracle, of course, owned the intellectual property rights to the software  
4 SAP TN copied and used to create its illegal updates. Ravin and Rimini knew that and  
5 capitalized on it by copying the model and boasting about the similarity in services.

6 44. In 2007, commenting on Oracle’s lawsuit against SAP AG and SAP TN for  
7 illegally downloading Oracle’s intellectual property, Ravin explained that “[i]t is very common  
8 for [a customer] to provide a password and ID for us to get to download upgrades and support.  
9 It’s a standard industry practice across every consulting firm. *The key is you have to be*  
10 *authorized.*” (emphasis supplied). Ravin emphasized that “[y]ou need to be very careful about  
11 parsing documents – whether you take 20 or hundreds [of files]. *Either you’re authorized or*  
12 *you’re not.*” (emphasis supplied).

13 **D. Rimini’s Undisputed Infringement: *Rimini I***

14 45. In *Rimini I*, the Court and the jury found that Rimini had supported its  
15 customers through infringement of Oracle’s Software and Support Materials. Rimini made illegal  
16 copies of its customers’ licensed Oracle enterprise applications software and documentation by  
17 reproducing Oracle software and documentation, by creating derivative works based upon Oracle  
18 software and documentation, and by distributing Oracle software and documentation and  
19 unlicensed derivative works.

20 46. Within the timeframe at issue in *Rimini I*, and limited to the customers at  
21 issue in *Rimini I*, Rimini created at least 478 infringing PeopleSoft, JDE, and Siebel environments  
22 on its computer systems. At least 216 of those environments also contained infringing copies of  
23 Oracle Database. For the timeframe and customers within the scope of the *Rimini I* trial, Rimini  
24 made thousands of copies of Oracle software.

25 47. Rimini’s infringement was not limited to environments. For the timeframe  
26 and customers within the scope of the *Rimini I* trial, Rimini also made almost 600,000 infringing  
27 copies of Oracle documentation, updates, and other support materials.

28 48. These Rimini copies were not permitted by any license agreement. Many

1 of these copies were infringing because they were located on Rimini's computer systems. Many  
2 of these copies were infringing because they were cross-used to support multiple customers  
3 (rather than limited to a single licensed customer's internal business operations). Many copies  
4 violated multiple license provisions.

5 **E. Rimini's Ongoing Infringement**

6 49. Rimini continues to rely upon copies of Oracle Software and Support  
7 Materials to provide low-cost support for Oracle software, and to induce Oracle's customers to  
8 cancel their support contracts with Oracle in favor of Rimini.

9 50. Through at least February 13, 2014, Rimini continued to make infringing  
10 copies (including reproductions, derivative works, and distributions) of Oracle Software and  
11 Support Materials and to maintain those copies on Rimini's computer systems.

12 51. Between late 2011 and early 2014, Rimini created more than [REDACTED] infringing  
13 Oracle software environments (installed copies of Oracle software) that were not within the scope  
14 of the *Rimini I* litigation on Rimini's computer systems. These infringing environments include,  
15 for example, two Siebel environments associated with customer [REDACTED] and a  
16 PeopleSoft environment associated with [REDACTED].

17 52. Rimini also created on its computer systems infringing copies of Oracle  
18 Database software that were not within the scope of the *Rimini I* litigation. These infringing  
19 copies include, for example, an unlicensed version of Oracle Database version 10, release 2,  
20 associated with [REDACTED].

21 53. No later than July 2014, Rimini claims to have "migrated" all copies of  
22 Oracle Software and Support Materials off of its computer systems. In doing so, Rimini again  
23 copied the Oracle Software and Support Materials, in many cases using a USB drive to create  
24 those copies. Rimini nonetheless maintained and still maintains custody and control over these  
25 copies, whether stored on cloud systems or hosted on customer servers.

26 54. Rimini's "migration" of infringing Oracle software environments and other  
27 infringing copies of software, updates, and documentation, was unlicensed and constituted a  
28 large-scale infringement of Oracle's exclusive rights to reproduce and distribute Oracle's

1 copyrighted Software and Support Materials. Rimini also violated Oracle's exclusive rights to  
2 export and to authorize exportation of Oracle's copyrighted software and support materials.

3 55. Despite the Court's prior rulings and the jury's verdict, Rimini continues to  
4 create unlicensed copies of and derivative works from Oracle Software and Support Materials that  
5 are not located at a licensed customer's facilities, and to distribute those copies and derivative  
6 works without a license.

7 56. Despite the Court's prior rulings and the jury's verdict, Rimini continues to  
8 create unlicensed copies of and unlicensed derivative works from Oracle software associated with  
9 one customer where those copies and derivative works are not solely for the customer's internal  
10 business use. At least some of these copies and derivative works are unlicensed service bureau  
11 arrangements.

12 57. Rimini has also created new means and methods of infringing Oracle's  
13 copyrights, including software and techniques that facilitate and result in the unlicensed cross-use  
14 of Oracle Software and Support Materials across multiple locations.

15 58. In the alternative, Rimini has induced, is contributorily liable for, and is  
16 vicariously liable for acts of copyright infringement performed directly by Rimini's customers  
17 and by other third parties, including creation of unlicensed copies of and derivative works from  
18 Oracle's software. These copies and derivative works are not solely for the customer's internal  
19 business use. At least some of these copies and derivative works are unlicensed service bureau  
20 arrangements.

21 59. Rimini distributes unlicensed copies of and derivative works from Oracle  
22 copyrighted Software and Support Materials to its customers.

23 60. Rimini also continues to distribute unlicensed copies of and derivative  
24 works from Oracle Software and Support Materials that it previously created, including continued  
25 distribution of copies and derivative works created within the scope of *Rimini I*.

26 61. Rimini's unlicensed copying, including unlicensed reproduction,  
27 distribution, and creation of derivative works, extends to Oracle's PeopleSoft-, JDE-, Siebel-, E-  
28 Business Suite-, and Oracle Database-branded software.

1                   62. In many ways, Rimini continues to operate just as it did before, when it  
2 housed the software locally. In 2014 and 2015, Rimini announced the release of comprehensive  
3 tax, legal and regulatory updates for PeopleSoft licensees, including updates designed to address  
4 national, state, and local requirements across the U.S., Canada, and many other countries, as well  
5 as updates for JDE and E-Business Suite licensees. It is implausible that Rimini's self-  
6 proclaimed "fastest . . . update delivery cycle in the industry," simultaneously delivered to all  
7 customers, could happen if Rimini did not continue unlawfully to cross-use Oracle's software.

8                   63. Indeed, flow charts produced by Rimini that allegedly depict Rimini's  
9 "new" model confirm that Rimini [REDACTED]  
10 [REDACTED]—the exact,  
11 infringing conduct addressed in the Court's prior orders and the jury verdict.

12                   64. A provisional patent application that Rimini has represented is related to  
13 Rimini's "new" support model also confirms that Rimini continues to infringe Oracle's  
14 copyrights. Rimini Street's application states: "An update can be developed and tested for one  
15 client environment. That update can be reduced to a set of data that can be used to create updates  
16 for other client environments that include a same version of the program." This is precisely the  
17 conduct that this Court and the jury already found to be infringing.

18                   65. Analysis of some of the software Rimini uses in its "new" processes further  
19 shows that Rimini continues to keep Oracle software and support materials on its computer  
20 systems, or systems under its custody and control, during the process of developing and  
21 distributing updates to its customers.

22                   66. Rimini took environments ruled infringing by the Court, unlawfully  
23 copied and distributed them, and continued to apply new updates to those copies, creating a new  
24 infringing derivative work each time. The new unlawfully-created updates also infringe because  
25 they must, by definition, contain substantial portions of, and derive from, Oracle's copyrighted  
26 works. Thus, Rimini's new, supposedly non-infringing copies of Oracle's copyrighted software  
27 infringe Oracle's copyrighted software in multiple ways.

28                   67. In the past, Rimini relied on unlawful downloads from Oracle's technical

1 support websites to create illegal copies of and derivative works from Oracle's Software and  
2 Support Materials. Those downloads have continued for customers and time periods outside the  
3 scope of *Rimini I*.

4 68. By downloading these files, Rimini created copies of Oracle Software and  
5 Support Materials on its servers or the servers of cloud storage providers.

6 69. To conduct some of this downloading, Rimini has used IP addresses  
7 associated with cloud storage providers, thus acting to conceal its identity from Oracle.

8 70. Since February 2014 alone, Rimini has downloaded millions of files  
9 containing Oracle Software and Support Materials from Oracle's technical support websites.  
10 Some of these downloads are under usernames containing "@riministreet.com," while others are  
11 not. As shown at trial, Rimini sought to conceal its downloading activities.

12 71. Rimini also improperly downloads Oracle Software and Support Materials  
13 using credentials of a customer not licensed to those materials. For example, Rimini downloaded  
14 updates to JD Edwards EnterpriseOne 9.1's Rental Management module and to JD Edwards  
15 EnterpriseOne 9.2's Advanced Job Forecasting module for customers that had not licensed these  
16 modules.

17 72. Rimini also improperly downloads installation software from Oracle's  
18 technical support websites, including but not limited to installation software for Siebel 8.1.1.1.

19 73. Rimini's unauthorized downloading creates infringing copies of Oracle's  
20 PeopleSoft-, JDE-, Siebel-, E-Business Suite-, and Oracle Database-branded Software and  
21 Support Materials.

22 74. Many of these infringing copies are subsequently distributed by Rimini to  
23 its customers, constituting further acts of infringement by Rimini.

24 75. In the alternative, Rimini has induced customers and other third parties to  
25 create infringing copies through unauthorized downloading of Oracle Software and Support  
26 Materials from Oracle's technical support websites.

27 76. Rimini's conduct, or in the alternative the conduct of customers and other  
28 third parties, violates Rimini's customers' Oracle licenses, which permit use of the software only



1 on the customers' own premises and subject to specific license terms.

2 77. Rimini's customers pay Rimini to provide support. Rimini relies upon  
3 copies of Oracle Software and Support Materials to provide that support. Because Rimini relies  
4 upon infringing copies of Oracle Software and Support Materials to provide support to its  
5 customers, Rimini's profits arise from Rimini's infringement of Oracle's copyrights.

6 78. Rimini's infringing activity is ongoing.

7 79. Rimini continues to profit from the foregoing acts of direct and indirect  
8 infringement.

9 **F. Rimini's and Ravin's History of Deception, Misdirection, and Obfuscation**

10 80. For years, Rimini and Ravin tried to conceal the nature and scope of their  
11 illegal actions, and to deceive Oracle, this Court, and the public about those actions.

12 81. In the SAP case, in defiance of a court order, Ravin and Rimini refused to  
13 testify as to whether, as Ravin touted, Rimini had replicated the illicit SAP TN model. Only after  
14 this Court held Ravin and Rimini in contempt of court for this attempt to hide evidence of this  
15 conduct did Ravin agree to give testimony. Dkt. 49 at 2, *Oracle USA, Inc. v. SAP AG*, No. 2:09-  
16 CV-01591-KJD-GWF (D. Nev. Jan. 12, 2010).

17 82. In the *Rimini I* case, after Ravin and Rimini knew that Oracle might sue,  
18 Rimini destroyed the copies of Oracle's software it had co-mingled in a so-called software  
19 library. It then claimed falsely in court filings that such a library "never existed." This Court  
20 sanctioned Rimini for that willful destruction of relevant evidence and blatant misrepresentation.  
21 Dkt. 466 at 19-20, *Rimini I*.

22 83. Rimini told the public that Oracle's *Rimini I* lawsuit was "baseless," and  
23 "vehemently" denied "Oracle's false and malicious allegations." It proclaimed that "Rimini  
24 Street's business processes and procedures are entirely legal," and that "Rimini Street has  
25 implemented extraordinary processes and procedures to assure the proper use of Oracle's  
26 intellectual property." Specifically, Rimini claimed it "only delivers Oracle software and support  
27 materials to each client who is entitled to receive such materials" and "uses separate data 'silos'  
28 for each client and has policies against comingling data." Rimini made and repeated those

1 assertions in pleadings filed in March 2010, December 2010, and June 2011.

2 84. Rimini's assertions were false. In its February 2014 summary judgment  
3 order, this Court found it was "undisputed" that Rimini did not "silo" its customers' software, but  
4 instead used software it obtained from certain customers to "develop and test software updates for  
5 . . . other Rimini customers with similar software licenses." For example, the Court held: "[I]t is  
6 undisputed that the development environments associated with the City of Flint were not used  
7 solely for the City of Flint's internal data processing operations. Instead, the development  
8 environments were used to develop and test software updates for the City of Flint and other  
9 Rimini customers with similar software licenses. . . . Therefore, the court finds that Rimini's  
10 copying of the copyrighted software is outside the scope of" the customer license.

11 85. The Court reprised these findings in its August 2014 order holding that  
12 Rimini infringed Oracle's Database software: "Section C [of the license] authorizes use of the  
13 software only for the licensee's 'internal business operations,'" but "it is undisputed that Rimini  
14 used Oracle Database to create updates for all clients using a particular version of a copyrighted  
15 software program."

16 86. In dismissing Rimini's defamation counterclaim, the Court's second  
17 summary judgment ruling and subsequent clarification stated that "because 'Rimini had engaged  
18 in theft of Oracle's intellectual property, it is true [for purposes of Rimini's defamation  
19 allegations] that Rimini has engaged in theft of Oracle's intellectual property," and that "because  
20 Rimini had engaged in copyright infringement, and based on Ninth Circuit and Supreme Court  
21 legal precedent, Oracle's statements that Rimini had engaged in 'massive theft' were not  
22 actionable defamation." Dkt. 507 at 2-3, *Rimini I*.

### 23 **G. Rimini and Ravin's Continued Efforts to Deceive**

24 87. After the Court's second summary judgment order in August 2014,  
25 Rimini's chief marketing officer claimed publicly that the Court's infringement findings "relate to  
26 processes and Oracle software no longer in use *at Rimini Street*, and therefore do not cause  
27 interruptions to service for ANY client or ANY product." (emphasis supplied).

28 88. In an earlier letter to customers dated February [REDACTED] 2014, Rimini stated that

1 “in January 2013, Rimini Street began a project to *migrate* all existing PeopleSoft, JD Edwards  
 2 and Siebel Rimini-Hosted Environments to Client-Hosted Environments and discontinue the use  
 3 of all Rimini-Hosted Environments. We are continuing this migration, which conforms to the  
 4 Court’s recent ruling.” (emphasis supplied)

5 89. Rimini’s public denials of infringement are, yet again, seriously  
 6 misleading. Indeed, as discussed above, Rimini’s “new” support model involves the same acts  
 7 that the Court has already ruled infringe Oracle’s copyrights as a matter of law, and are facilitated  
 8 by Rimini’s continued unlawful downloading from Oracle’s technical support websites. For  
 9 example, “migrating” infringing software copies simply creates more infringing software copies.  
 10 And Rimini does not always even “migrate” this software back to the customer, as its public  
 11 proclamations and propaganda imply. Rather, Rimini pays its customers to locate the infringing  
 12 software copies on third party cloud servers, such as Amazon Web Services and Windstream, so  
 13 that Rimini has unfettered access to them. (In fact, it appears that Rimini often amends its  
 14 support agreements with its customers to specify that Rimini will pay for the cost of hosting the  
 15 software on Rimini’s behalf.)

16 90. Either Rimini simply has again copied the same infringing copies to a new  
 17 (non-customer) location, or it has created new copies in some other way, but still at a non-  
 18 customer location. Either way (or in combination), Rimini continues illegally to copy Oracle’s  
 19 Software and Support Materials.

#### 20 **H. Rimini’s Improper Removal or Alteration of Copyright Management** 21 **Information**

22 91. Oracle’s software and documentation typically include copyright notices  
 23 and other Oracle copyright management information.

24 92. As part of its support offering, Rimini creates updates, fixes, and  
 25 documentation based upon Oracle’s copyrighted software and documentation.

26 93. Rimini has intentionally removed Oracle copyright notices and other  
 27 Oracle copyright management information from certain files relating to Rimini’s creation of  
 28 updates, fixes, and documentation.

1           94. As part of its campaign to conceal its unlawful conduct, Rimini has also  
2 intentionally altered Oracle copyright notices and other Oracle copyright management  
3 information from certain files relating to updates, fixes, and documentation.

4           95. Rimini knowingly removed and altered Oracle's copyright management  
5 information within these updates, fixes, and documentation. In fact, [REDACTED]

6 [REDACTED].  
7           96. For example, Rimini removed or altered Oracle's copyright management  
8 information in [REDACTED].

9           97. Rimini also [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED].

13           98. Rimini also created documentation by [REDACTED]  
14 [REDACTED]  
15 [REDACTED] Rimini also used copies created in this way as templates to create  
16 additional documentation, in which Oracle's copyright management information had been  
17 removed or altered.

18           99. In some instances, Rimini has altered copyright management information  
19 such as the title of the work, the name of the author, or the name of the copyright claimant. In  
20 other instances, Rimini has removed this and other copyright management information.

21           100. At all relevant times, Rimini has known or has had reasonable grounds to  
22 know that the removal or alteration of Oracle's copyright management information would induce,  
23 enable, facilitate or conceal Rimini's infringement of Oracle's copyrights.

24           101. Rimini distributes or makes available to its customers files with removed or  
25 altered Oracle copyright management information. Rimini does so with knowledge that the  
26 Oracle copyright management information has been removed or altered.

27           102. For example, Rimini distributed or made available copies of  
28 [REDACTED] in which Rimini had removed or

1 altered Oracle's copyright management information, with knowledge or with reasonable grounds  
2 to know that Rimini had removed or altered Oracle's copyright management information.

3 103. As a second example, Rimini distributed or made available copies of  
4 software documentation in which Rimini had removed or altered Oracle's copyright management  
5 information, with knowledge or with reasonable grounds to know that Rimini had removed or  
6 altered Oracle's copyright management information.

7 104. Rimini also distributed or made available copies of files from which third  
8 parties [REDACTED] had removed or altered Oracle's copyright management information.  
9 Rimini knew or had reasonable grounds to know that these third parties had previously removed  
10 or altered Oracle's copyright management information, both because of Rimini's familiarity with  
11 Oracle's source code in general and because many Rimini employees were formerly employed by  
12 [REDACTED] third parties that had performed the removal.

#### 13 **I. Rimini's Fraudulent Statements to Oracle Customers**

14 105. Rimini has made false and misleading statements in commercial  
15 advertising and promotion of Rimini's services, through the broad dissemination of public  
16 statements and promotional letters, including the following statements:

17 (a) In a statement made on or about August 15, 2014 to The Register  
18 and included in an article available at [http://www.theregister.co.uk/2014/08/15/rimini\\_business  
19 as\\_usual\\_oracle\\_defamation\\_judgment/](http://www.theregister.co.uk/2014/08/15/rimini_business_as_usual_oracle_defamation_judgment/), Rimini's Chief Marketing Officer, David Rowe, stated  
20 that the Court's infringement findings against Rimini "relate to processes and Oracle software no  
21 longer in use at Rimini, and therefore do not cause interruptions to service for ANY client or  
22 ANY product."

23 (b) In a similar statement made in marketing materials emailed to  
24 existing customers on or about August [REDACTED], 2014, Seth Ravin stated that the Court's infringement  
25 findings against Rimini "relate to processes and software no longer used by Rimini Street, and  
26 therefore will not cause any interruptions to service for any client or any product line."

27 (c) In a statement made in marketing materials emailed to potential  
28 customers in or around November 2014, Rimini stated that Oracle's "support exception including

1 payroll support expires December 31, 2014” for Oracle’s E-Business Suite version 11.5.10.

2  
3 106. Rimini knew or should have known that the above-described statements  
4 were false and misleading.

5 107. Prior to making those statements, Rimini knew or should have known that  
6 the processes at issue in the Court’s infringement findings are the same processes that Rimini  
7 continues to use to this day, including without limitation Rimini’s continued use of infringing  
8 PeopleSoft software, fixes, and updates from *Rimini I*, its continued cross-use of PeopleSoft  
9 software, and its continued practice of creating infringing PeopleSoft environments outside of the  
10 customers’ facilities.

11 108. Prior to making those statements, Rimini knew or should have known that  
12 the Oracle software at issue in the Court’s infringement findings is the *exact same* software that  
13 Rimini continues to use to this day. The Court found that the fixes and updates that Rimini  
14 generated by cross-using PeopleSoft software environments on its local servers were infringing.  
15 These fixes and updates were integrated into all of Rimini’s PeopleSoft software environments.  
16 Now Rimini has merely copied those software environments onto cloud servers. Rimini  
17 continues to cross-use those infringing software environments to create further infringing fixes  
18 and updates.

19 109. Rimini knew or should have known that Oracle’s Exception to Sustaining  
20 Support for E-Business Suite release 11.5.10 did not expire until December 31, 2015, as Oracle  
21 has documented in various publicly-available sources.

22 **J. Ravin Controlled and Benefitted from Rimini’s Actions**

23 110. Ravin has publicly acknowledged his personal responsibility for Rimini’s  
24 operations and business model, and for parallels between Rimini and SAP TN: “There’s no way  
25 to separate [SAP TN and Rimini]. We look a lot alike in areas because I did both. . . . I designed  
26 the TomorrowNow service. I evolved it and created a better service with Rimini Street.”

27 111. Ravin personally signed contracts, on behalf of Rimini, in which Rimini  
28 committed to research, develop, and test updates and fixes to Oracle’s products, including

1 PeopleSoft products, at Rimini's business location, using Rimini's computer system hardware  
 2 and software. Ravin is and was personally familiar with Oracle's license agreements and terms of  
 3 use. He knew that it violated those agreements, and terms, to develop fixes and updates anywhere  
 4 other than at the Oracle licensee's owned or leased facilities, on the licensee's computers.

5 112. Ravin also controlled Rimini's contractual relationships with customers.  
 6 For example, for at least some customers, Ravin was the sole person at Rimini with the power to  
 7 amend, modify, or alter Rimini's contracts.

8 113. Ravin was personally and directly involved in marketing Rimini's services,  
 9 in Rimini's responses to requests for proposals, and negotiating Rimini's contracts with  
 10 customers.

11 114. Ravin at all relevant times had the ability to cause Rimini to cease its  
 12 infringing and illegal activity: "[I]f [Ravin] said, 'stop doing it,' we would have stopped." Ravin  
 13 failed to exercise his right to control and stop Rimini's unlawful activity.

14 115. Ravin at all relevant times received a substantial financial benefit from  
 15 Rimini's infringing and illegal activity. At all relevant times, Rimini has paid a salary to Ravin.  
 16 At all relevant times, he has been the single largest shareholder of Rimini's stock.

17 116. In November 2011, Ravin estimated his Rimini stock holdings to be worth  
 18 \$30 million to \$40 million.

19 **K. Oracle's Software And Support Materials Are Registered With The**  
 20 **Copyright Office**

21 117. The Software and Support Materials that Rimini illegally copied included  
 22 works protected by the Federal Copyright Act, 17 U.S.C. § 101 *et seq.* Oracle has certificates of  
 23 registration from the Register of Copyrights that cover the Software and Support Materials copied  
 24 by Rimini. These protected works are original works of authorship, owned by Oracle.  
 25 Counterdefendants' acts violated Oracle's exclusive rights to reproduce, create derivative works,  
 26 publish, publicly display, and distribute (collectively, "copy") these works. Counterdefendants'  
 27 acts were willful and intentional and constitute both direct and indirect copyright infringement  
 28 under the Federal Copyright Act, 17 U.S.C. § 101 *et seq.*



**L. Counterdefendants Conspired With And Aided And Abetted Each Other**

118. Counterdefendants willfully, intentionally, and knowingly agreed and conspired with each other to engage in the alleged wrongful conduct, including Counterdefendants' copyright infringement, interference with Oracle's business relationships and other unfair business practices.

119. Counterdefendants did the acts alleged pursuant to, and in furtherance of, that agreement and/or furthered the conspiracy by cooperating, encouraging, ratifying, or adopting the acts of the others.

120. As a direct and proximate result of the acts in furtherance of the conspiracy, Oracle has suffered injury, damage, loss, and harm, including, but not limited to, loss of profits from sales to current and potential customers of Oracle support services and licenses for Oracle's software programs. The wrongful conduct committed pursuant to the conspiracy was a substantial factor in causing this harm.

121. Each Counterdefendant also had full knowledge of or should have reasonably known of the true nature of the wrongful conduct of the other Counterdefendant, and aided and abetted such wrongful conduct, including copyright infringement, and other unfair business practices, by providing substantial assistance and/or encouraging the other to act.

122. Each Counterdefendant also aided and abetted the described wrongful conduct of the other Counterdefendant by giving substantial assistance and/or encouragement that, separately considered, was wrongful in and of itself.

123. As a direct and proximate result of the aiding and abetting of these acts, Oracle has suffered injury, damage, loss, and harm, including, but not limited to, loss of profits from sales to current and potential customers of Oracle support services and licenses to Oracle software programs. The wrongful conduct aided and abetted by the Counterdefendants was a substantial factor in causing this harm.

124. Counterdefendants' intentional agreement to commit, and commission of, these wrongful acts, and aiding and abetting of these wrongful acts, was willful, malicious, oppressive, and in conscious disregard of Oracle's rights, and Oracle is therefore entitled to an

award of punitive damages to punish their wrongful conduct and deter future wrongful conduct.

### **First Claim for Relief**

#### **Copyright Infringement**

(By OIC Against All Counterdefendants)

125. OIC incorporates by reference each of the allegations in the preceding paragraphs of this Complaint as though fully set forth here.

126. OIC owns a valid and enforceable copyright in, or an exclusive license to, the Software and Support Materials, which are creative works of original authorship. OIC has pre-existing, or has obtained from the Register of Copyrights, Certificates of Registration that cover many of the Software and Support Materials copied by Rimini.

127. OIC also has obtained, through transfer agreements, all rights, title, and interest in copyrights formerly owned by certain PeopleSoft entities.

128. OIC owned exclusive rights to each of the copyrights at issue in this case at a point in time during which Counterdefendants infringed those exclusive rights.

129. Counterdefendants directly and/or indirectly have infringed copyrights in Oracle Software and Support Materials, including the Software and Support Materials covered by these certificates. These certificates are identified, dated, and numbered as follows:

<b>Title of Work</b>	<b>Date of Registration</b>	<b>Registration Number</b>
PeopleTools 7.5	November 20, 1998	TX 4-792-578
PeopleTools 8.10	September 5, 2000	TX 5-266-221
PeopleTools 8.44	March 8, 2010	TX 7-092-583
PeopleTools 8.46	March 8, 2010	TX 7-092-772
PeopleTools 8.47	March 8, 2010	TX 7-092-797
PeopleTools 8.48	March 8, 2010	TX 7-092-819
PeopleTools 8.49	March 8, 2010	TX 7-092-855
PeopleTools 8.50	March 8, 2010	TX 7-092-757
PeopleSoft HRMS 7.5	December 15, 1998	TX 4-792-575
PeopleSoft 8 HRMS SP1	March 26, 2001	TX 5-501-312
PeopleSoft 8.3 HRMS	February 1, 2002	TX 5-469-032

1	<b>Title of Work</b>	<b>Date of Registration</b>	<b>Registration Number</b>
2	PeopleSoft 8.8 HRMS	June 11, 2004	TX 6-093-947
3	PeopleSoft HRMS 8.8 SP1	February 10, 2010	TX 7-065-376
4	PeopleSoft HRMS 8.9	February 10, 2010	TX 7-065-381
5	PeopleSoft HRMS 9.0	February 10, 2010	TX 7-065-386
6	PeopleSoft HRMS 9.1	February 10, 2010	TX 7-065-398
7	PeopleSoft Enterprise Performance Management 8.8	June 11, 2004	TX 5-993-616
8	PeopleSoft Enterprise Performance Management 8.9	February 10, 2010	TX 7-063-672
9	PeopleSoft Enterprise Performance Management 9.0	February 10, 2010	TX 7-063-679
10	PeopleSoft 8.4 Financials and Supply Chain Management	August 5, 2002	TX 5-586-247
11	PeopleSoft Financials and Supply Chain Management 8.8 SP1	February 11, 2010	TX 7-065-319
12	PeopleSoft Financials and Supply Chain Management 8.9	February 11, 2010	TX 7-065-332
13	PeopleSoft Financials and Supply Chain Management 9.0	February 11, 2010	TX 7-065-354
14	PeopleSoft Financials and Supply Chain Management 9.1	February 11, 2010	TX 7-065-357
15	PeopleSoft Campus Solutions 8.9	February 24, 2010	TX 7-077-451
16	PeopleSoft Campus Solutions 9.0	February 24, 2010	TX 7-077-460
17	PeopleSoft Portal Solutions 8.8	March 10, 2010	TX 7-095-798
18	PeopleSoft Portal Solutions 9.0	March 10, 2010	TX 7-095-777
19	Oracle 8i Enterprise Edition, release 2 (8.1.6)	February 2, 2001	TX 5-222-106

1	<b>Title of Work</b>	<b>Date of Registration</b>	<b>Registration Number</b>
2	Oracle 9i Database Enterprise: Edition Release 2	June 13, 2003	TX 5-673-282
3			
4	Oracle Database 10g: Release 1	January 16, 2009	TX 6-938-648
5	Oracle Database 10g: Release 2	June 29, 2009	TX 6-942-003
6			
7	Oracle Database 11g: Release 1	March 24, 2011	TX 7-324-157
8	Oracle Database 11g: Release 2	March 24, 2011	TX 7-324-158
9			
10	Oracle E-Business Suite 11.5.1	August 4, 2015	TX 8-108-968
11	Oracle E-Business Suite 11.5.10	August 4, 2015	TX 8-108-961
12	Oracle E-Business Suite 12.0.0	August 4, 2015	TX 8-108-850
13			
14	Oracle E-Business Suite 12.1.1	August 4, 2015	TX 8-108-924
15	Oracle E-Business Suite 12.2.2	August 4, 2015	TX 8-108-872
16			
17	Oracle E-Business Suite Financial 11.5.1	August 4, 2015	TX 8-108-968
18	Oracle E-Business Suite Financial 11.5.10	August 4, 2015	TX 8-108-961
19	Oracle E-Business Suite Financial 12.0.0	August 4, 2015	TX 8-108-850
20			
21	Oracle E-Business Suite Financial 12.1.1	August 4, 2015	TX 8-108-924
22	Oracle E-Business Suite Financial 12.2.2	August 4, 2015	TX 8-108-872
23			
24	Oracle E-Business Suite Human Capital Management 11.5.1	October 29, 2015	TX 8-108-968
25	Oracle E-Business Suite Human Capital Management 11.5.10	October 29, 2015	TX 8-108-961
26			
27			
28			

	<b>Title of Work</b>	<b>Date of Registration</b>	<b>Registration Number</b>
1			
2	Oracle E-Business Suite		
3	Human Capital	October 29, 2015	TX 8-108-850
4	Management 12.0.0		
5	Oracle E-Business Suite		
6	Human Capital	October 29, 2015	TX 8-108-924
7	Management 12.1.1		
8	Oracle E-Business Suite		
9	Human Capital	October 29, 2015	TX 8-108-872
10	Management 12.2.2		
11	Oracle E-Business Suite		
12	Procurement 11.5.1	October 29, 2015	TX 8-108-968
13	Oracle E-Business Suite		
14	Procurement 11.5.10	October 29, 2015	TX 8-108-961
15	Oracle E-Business Suite		
16	Procurement 12.0.0	October 29, 2015	TX 8-108-850
17	Oracle E-Business Suite		
18	Procurement 12.1.1	October 29, 2015	TX 8-108-924
19	Oracle E-Business Suite		
20	Procurement 12.2.2	October 29, 2015	TX 8-108-872
21	Siebel 7.8 Initial Release		
22	and Documentation	June 29, 2009	TX 6-941-995
23	Siebel 8.1.1 Initial Release		
24	and Documentation	June 29, 2009	TX 6-942-001
25	Database of Documentary		
26	Customer Support		
27	Materials for PeopleSoft	July 1, 2009	TXu1-607-454
28	Software		
29	Electronic Software Update		
30	JM16587 for JD Edwards	November 12, 2015	TX 8-116-321
31	EnterpriseOne 9.1		
32	Electronic Software Update		
33	JM16600 for JD Edwards	November 12, 2015	TX 8-116-317
34	EnterpriseOne 9.1		
35	Electronic Software Update		
36	JM17007 for JD Edwards	November 12, 2015	TX 8-116-314
37	EnterpriseOne 9.1		
38	Electronic Software Update		
39	JN10058 for JD Edwards	December 21, 2015	TX 8-130-597
40	EnterpriseOne 9.2		

Title of Work	Date of Registration	Registration Number
Oracle E-Business Suite 12 US and Canada End of Year 2013 Statutory Update III	February 10, 2016	TX 8-150-451
PeopleSoft Human Capital Management 9.2	February 10, 2016	TX 8-151-289
PeopleSoft Financials and Supply Chain Management 9.2	February 10, 2016	TX 8-151-288
PeopleSoft PeopleTools 8.51	February 10, 2016	TX 8-151-290
PeopleSoft PeopleTools 8.52	February 10, 2016	TX 8-151-294
PeopleSoft PeopleTools 8.53	February 10, 2016	TX 8-151-292

130. These registrations generally cover, but are not limited to, numerous versions of Oracle software, including the updates, patches, and fixes incorporated in each relevant version, service packs of Oracle updates, patches and fixes, and individual exemplar Software and Support Materials, including certain Oracle knowledge management solutions and certain Oracle updates, patches, and fixes, all of which Rimini and Ravin copied without a license.

131. Through the acts alleged above, Counterdefendants have violated the exclusive rights of OIC to reproduce, distribute, create derivative works, publicly display, and export Oracle's Software and Support Materials, including materials that embody the registrations listed above, by, in excess of any license:

- creating derivative works from Oracle's Software and Support Materials;
- reproducing and distributing Oracle's Software and Support Materials and derivative works created from Oracle's Software and Support Materials to facilities other than those of an Oracle licensed customer;
- downloading Oracle's Software and Support Materials from Oracle's technical support websites where the customer whose support credentials were used was not

1 licensed to the materials obtained;

- 2 • reproducing, distributing, and creating derivative works from Software and
- 3 Support Materials in support of Counterdefendants' commercial operations but
- 4 obtained pursuant to a limited, non-commercial license;
- 5 • reproducing, distributing, publicly displaying, and creating derivative works from
- 6 Software and Support Materials obtained through or for one customer to support a
- 7 different customer or multiple customers;
- 8 • reproducing, distributing, publicly displaying, and creating derivative works from
- 9 Software and Support Materials not used solely for a single customer's or entity's
- 10 internal business purposes;
- 11 • further reproducing, distributing, and publicly displaying infringing copies of
- 12 Oracle's Software and Support Materials and derivative works created from
- 13 Oracle's Software and Support Materials;
- 14 • without authorization, exporting or purporting to authorize the exportation of
- 15 copies of Oracle's Software and Support Materials.

16 132. In addition to directly infringing the exclusive rights of OIC,  
 17 Counterdefendants have contributorily and vicariously infringed the exclusive rights of OIC in  
 18 the Software and Support Materials by controlling, directing, intentionally encouraging, inducing,  
 19 or materially contributing to the copying, distribution, public display, creation of derivative  
 20 works, and exportation of and from Oracle's copyrighted Software and Support Materials.  
 21 Counterdefendants also obtained a direct financial benefit from the above alleged infringing  
 22 activities while declining to exercise their right to stop it or limit it.

23 133. Counterdefendants knew or should have known that copying, distributing,  
 24 publicly displaying, and creating derivative works of and from Oracle Software and Support  
 25 Materials, infringed the exclusive rights of OIC in those materials, especially in light of this  
 26 Court's summary judgment rulings and their own prior admissions.

27 134. OIC is entitled to damages in an amount to be proven at trial, including  
 28 actual damages and profits attributable to the infringement not taken into account in computing



1 actual damages under 17 U.S.C. § 504(b).

2 135. OIC is entitled to statutory damages under 17 U.S.C. § 504(c) based on  
3 Counterdefendants' infringements after the dates of copyright registration.

4 136. Counterdefendants' infringement of the exclusive rights of OIC also has  
5 caused OIC irreparable injury. Unless restrained and enjoined, Counterdefendants will continue  
6 to commit such acts. OIC's remedies at law are not adequate to compensate it for these inflicted  
7 and threatened injuries, entitling it to remedies, including injunctive relief as provided by 17  
8 U.S.C. § 502, and an order impounding or destroying any and all infringing materials pursuant to  
9 17 U.S.C. § 503.

10 **Second Claim for Relief**

11 **Violation of Digital Millennium Copyright Act**

12 (By OIC Against All Counterdefendants)

13 137. OIC incorporates by reference each of the allegations in the preceding  
14 paragraphs of this Complaint as though fully set forth here.

15 138. Each original work of OIC's copyrighted Software and Support Materials  
16 contains Oracle copyright management information.

17 139. Without OIC's consent, Counterdefendants have created updates, fixes,  
18 documentation, and other support materials that contain substantial portions of, and are derived  
19 from, OIC's copyrighted works.

20 140. Counterdefendants intentionally have removed or altered any and all  
21 Oracle copyright management information from updates, fixes, documentation, and other support  
22 materials.

23 141. Counterdefendants have distributed updates, fixes, documentation, and  
24 other support materials that are reproductions or derivative works of Oracle's copyrighted works  
25 to Rimini's customers with the knowledge that Oracle copyright management information has  
26 been removed or altered.

27 142. Counterdefendants removed or altered Oracle's copyright management  
28 information knowing, or having reasonable grounds to know, that the removal would induce,

1 enable, facilitate or conceal Counterdefendants' infringement of OIC's copyrights.

2 143. Counterdefendants obtained a direct financial benefit from the above  
3 alleged infringing activities while declining to exercise their right to stop it or limit it.

4 144. Counterdefendants have therefore violated 17 U.S.C. § 1202(a)(2), (b)(2),  
5 & (b)(3).

6 145. OIC is entitled to damages in an amount to be proven at trial, including  
7 actual damages, as well as profits attributable to the removals and alterations not taken into  
8 account in computing actual damages, under 17 U.S.C. § 1203(c)(2).

9 146. OIC is entitled to statutory damages under 17 U.S.C. § 1203(c)(3) for each  
10 act of removal or alteration, as the Court considers just.

11 147. In its discretion, the Court may order recovery of costs against  
12 Counterdefendants under 17 U.S.C. § 1203(b)(4) and may order reasonable attorney's fees under  
13 17 U.S.C. § 1203(b)(5).

14 148. Counterdefendants' removal and alteration of OIC's copyright  
15 management information also has caused OIC irreparable injury. Unless restrained and enjoined,  
16 Counterdefendants will continue to commit such acts. OIC's remedies at law are not adequate to  
17 compensate it for these inflicted and threatened injuries, entitling it to remedies, including  
18 injunctive relief as provided by 17 U.S.C. § 1203(b)(1), and an order impounding or destroying  
19 any and all infringing materials pursuant to 17 U.S.C. § 1203(b)(2).

20 **Third Claim for Relief**

21 **Violation of Lanham Act**

22 (By Oracle America and OIC Against All Counterdefendants)

23 149. Oracle America and OIC incorporate by reference each of the allegations in  
24 Paragraphs 1-124 of this Complaint as though fully set forth here.

25 150. Rimini made false and misleading statements in interstate commerce.

26 151. Rimini disseminated the above-described false and misleading statements  
27 to customers and potential customers as part of its marketing efforts deliberately and with the  
28 intention of misleading and influencing them to purchase or retain Rimini's services, to cancel or

1 not continue using Oracle's services, to refrain from purchasing additional services from Oracle,  
 2 and to create the false impression that Rimini's support services no longer infringe Oracle's  
 3 copyrights and no longer interfere unlawfully with Oracle's contracts. Oracle has been and is  
 4 likely to be further injured by Rimini's statements, both by the direct diversion of sales from  
 5 Oracle to Rimini and by a lessening of goodwill associated with Oracle's services.

6 152. Rimini's wrongful conduct has a tendency to deceive—and in fact has  
 7 deceived—a substantial segment of Rimini and Oracle customers into believing that (1) Rimini  
 8 has discontinued its infringing processes or its use of infringing Oracle software and (2) Oracle is  
 9 terminating its support for its customers when it is not.

10 153. Rimini's alleged conduct is material, in that it is likely to and in fact has  
 11 influenced the purchasing decisions of Rimini and Oracle customers and potential customers,  
 12 thereby diverting revenues from Oracle to Rimini.

13 154. Oracle is informed and believes that unless Rimini's described conduct is  
 14 enjoined by this Court, Rimini will continue and expand its acts of unfair competition and false  
 15 advertising to the continued immediate and irreparable injury to Oracle. This injury includes an  
 16 impact on the reputations of Oracle and Rimini that cannot be remedied through damages, and  
 17 Oracle has no adequate remedy at law. Oracle is entitled to a permanent injunction pursuant to 15  
 18 U.S.C. § 1116 restraining and enjoining Rimini and its agents, servants, employees, and all  
 19 persons acting thereunder, in concert with, or on their behalf, from doing or causing any further  
 20 violations of § 43(a) of the Lanham Act, 15 U.S.C. § 1125.

#### 21 **Fourth Claim for Relief**

#### 22 **Inducing Breach of Contract**

23 (By Oracle America Against All Counterdefendants)

24 155. Oracle America incorporates by reference each of the allegations in  
 25 Paragraphs 1-124 and 149-154 of this Complaint as though fully set forth here.

26 156. Oracle America's customers agreed to be bound by Oracle America's  
 27 licenses when they or anyone acting on their behalf copied Software and Support Materials.  
 28 Oracle America's licenses are valid contracts. Counterdefendants had knowledge of the existence

1 of these contracts at all relevant times.

2 157. Oracle America has performed all conditions, covenants, and promises  
3 required on its part to be performed in accordance with the licenses.

4 158. Counterdefendants induced Oracle America's customers to breach these  
5 contracts by engaging in the independently wrongful acts alleged in this Counterclaim, including  
6 violations of state and federal laws. These independently wrongful acts caused Oracle's  
7 customers to be in breach of the contracts.

8 159. Counterdefendants acted with the desire to interfere with the contracts in  
9 order to obtain an unfair competitive advantage or with the knowledge that such interference was  
10 certain or substantially certain to occur as a result of their acts.

11 160. As a result of Counterdefendants' inducing Oracle America's customers to  
12 breach the licenses, Counterdefendants have caused damage to Oracle America in an amount to  
13 be proven at trial. Oracle's customers would have otherwise performed on the contracts were it  
14 not for Counterdefendants' acts inducing Oracle America's customers to breach them.

15 161. Counterdefendants acted with oppression and malice in inducing Oracle  
16 America's customers to breach the contracts and Oracle America is therefore entitled to an award  
17 of punitive damages to punish Counterdefendants' wrongful conduct and deter future wrongful  
18 conduct.

19 **Fifth Claim for Relief**

20 **Intentional Interference With Prospective Economic Advantage**

21 (By Oracle America and OIC Against All Counterdefendants)

22 162. Oracle America and OIC incorporate by reference each of the allegations in  
23 Paragraphs 1-124 and 149-161 of this Complaint as though fully set forth here.

24 163. Oracle America and OIC have and had an expectancy in continuing and  
25 advantageous economic relationships with current and prospective purchasers and licensees of  
26 Oracle's support services and software, which are conducted through Oracle America and OIC.

27 164. These relationships contained the probability of future economic benefit in  
28 the form of profitable support service contracts and software licenses.

1           165. Counterdefendants were aware of these economic relationships and  
2 intended to interfere with and disrupt them by wrongfully making false and misleading statements  
3 to customers and the public that Rimini's new support model does not infringe Oracle's  
4 copyrights.

5           166. Counterdefendants' conduct was wrongful by a measure beyond the fact of  
6 the interference itself for reasons including but not limited to Counterdefendants' false and  
7 misleading statements to customers and the public that Rimini's new support model does not  
8 infringe Oracle's copyright, and Counterdefendants' inducement of customers to breach the  
9 contracts governing use of Oracle's Software and Support Materials.

10           167. This conduct, as alleged above, constitutes violations of the Lanham Act,  
11 15 U.S.C. § 1051 *et seq.*, and common law fraud.

12           168. As a result of Counterdefendants' acts, the above-described relationships  
13 have been actually disrupted, causing certain Oracle licensees who are current and prospective  
14 support customers to contract with Rimini Street instead of with Oracle America and OIC for  
15 those customers' software support and maintenance and, in some cases, for their enterprise  
16 software.

17           169. As a direct and proximate result of Counterdefendants' actions, Oracle  
18 America and OIC have suffered economic harm, including, but not limited to, loss of profits from  
19 sales or licenses to current and potential customers of support services and enterprise software  
20 programs. Counterdefendants' wrongful conduct was a substantial factor in causing this harm.

21           170. Unless Counterdefendants are restrained by appropriate injunctive relief,  
22 their actions are likely to recur and will cause Oracle America and OIC irreparable injury for  
23 which there is no adequate remedy at law.

24           171. Counterdefendants' interference with Oracle America's and OIC's  
25 prospective economic advantage with its current and future customers, as described above, was  
26 willful, malicious, oppressive, and in conscious disregard of Oracle America's and OIC's rights,  
27 and Oracle America and OIC are therefore entitled to an award of punitive damages to punish  
28 Counterdefendants' wrongful conduct and deter future wrongful conduct.

**Sixth Claim for Relief**

**Breach of Contract**

(By Oracle America Against Rimini)

172. Oracle America incorporates by reference each of the allegations in Paragraphs 1-124 and 149-171 of this Complaint as though fully set forth here.

173. Rimini agreed to be bound by the licenses and Terms of Use on Oracle's technical support websites, including the Oracle.com's Terms of Use, E-Delivery Terms of Use, and Electronic Delivery Trial License Agreement when Rimini accessed or downloaded Software and Support Materials from Oracle's technical support websites.

174. Oracle America has performed all conditions, covenants, and promises required on its part to be performed in accordance with the terms and conditions of Oracle's technical support websites' Terms of Use, including Oracle.com's Terms of Use, E-Delivery Terms of Use, and Electronic Delivery Trial License Agreement.

175. Rimini has breached Oracle's technical support websites' Terms of Use, including Oracle.com's Terms of Use, E-Delivery Terms of Use, and Electronic Delivery Trial License Agreement by, among other things:

- Accessing the content available through Oracle's technical support websites, in the form of the Software and Support Materials, without being an authorized and designated Oracle technical support contact;
- Using the Software and Support Materials other than in support of a customer's authorized use of Oracle software for which a customer holds a supported license from Oracle;
- Using the Software and Support Materials without a legitimate business purpose;
- Using the Software and Support Materials in ways other than the furtherance of a relationship with Oracle; and,
- Accessing or using Software and Support Materials other than for personal, informational or non-commercial purposes.

176. As a result of Rimini's breach of Oracle's technical support websites'

1 Terms of Use, Rimini has caused damage to Oracle America in an amount to be proven at trial.

2 **Seventh Claim for Relief**

3 **Unfair Competition – Cal. Bus. & Prof. Code § 17200**

4 (By Oracle America and OIC Against All Counterdefendants)

5 177. Oracle America and OIC incorporate by reference each of the allegations in  
6 Paragraphs 1-124 and 149-176 of this Complaint as though fully set forth here.

7 178. Counterdefendants have engaged in unlawful business acts or practices,  
8 including violations of the Lanham Act, making fraudulent statements, and other illegal acts and  
9 practices as alleged above, all in an effort to gain unfair competitive advantage over Oracle  
10 America and OIC.

11 179. These unlawful business acts or practices were committed pursuant to  
12 business activity related to providing business applications software and related support and  
13 maintenance for that software.

14 180. The acts and conduct of Counterdefendants constitute unlawful and unfair  
15 competition as defined by California Bus. & Prof. Code § 17200, *et seq.*

16 181. As described above, Oracle America and OIC have lost money and  
17 property and suffered injury in fact as a result of Counterdefendants' unlawful business acts and  
18 practices.

19 182. Counterdefendants have improperly and unlawfully taken commercial  
20 advantage of Oracle America and OIC investments in their confidential, proprietary, and  
21 copyrighted Software and Support Materials and support delivery infrastructure. In light of  
22 Counterdefendants' conduct, it would be inequitable to allow Counterdefendants to retain the  
23 benefit of the funds obtained through the unauthorized and unlawful use of that property.

24 183. Counterdefendants' unfair business practices unjustly have minimized  
25 Oracle America's and OIC's competitive advantages and have caused and are causing them to  
26 suffer damages.

27 184. As a result of such unfair competition, Oracle America and OIC also have  
28 suffered irreparable injury and, unless the Court enjoins Counterdefendants from such unfair



1 competition, will continue to suffer irreparable injury for which Oracle America and OIC have no  
2 adequate remedy at law.

3 185. Counterdefendants should be compelled to disgorge and/or restore any and  
4 all revenues, earnings, profits, compensation, and benefits they may have obtained in violation of  
5 California Business & Professions Code § 17200 *et seq.*, including, but not limited to, returning  
6 any revenue earned from the unlawful and unfair use of Oracle America's and OIC's stolen  
7 property, and should be enjoined from further unlawful and unfair business practices.

### 8 **Eighth Claim for Relief**

#### 9 **Unjust Enrichment/Restitution**

10 (By Oracle America and OIC Against All Counterdefendants)

11 186. Oracle America and OIC incorporate by reference each of the allegations in  
12 Paragraphs 1-124 and 149-185 of this Complaint as though fully set forth here.

13 187. Counterdefendants unjustly received benefits at the expense of Oracle  
14 America and OIC through Counterdefendants' wrongful conduct, including Counterdefendants'  
15 interference with Oracle America's and OIC's business relationships, and other unfair business  
16 practices, which took substantial time and money for Oracle entities, including Oracle America  
17 and OIC, to develop. Counterdefendants continue to unjustly retain these benefits at the expense  
18 of Oracle America and OIC. It would be unjust for Counterdefendants to retain any value they  
19 obtained as a result of their wrongful conduct.

20 188. Oracle America and OIC are entitled to the establishment of a constructive  
21 trust consisting of the benefit conferred upon Counterdefendants by the revenues derived from  
22 their wrongful conduct at the expense of Oracle entities including Oracle America and OIC as  
23 alleged above, and all profits derived from that wrongful conduct. Oracle America and OIC are  
24 further entitled to full restitution of all amounts in which Counterdefendants have been unjustly  
25 enriched at Oracle America and OIC's expense.

**Ninth Claim for Relief**

**An Accounting**

(By Oracle America and OIC Against All Counterdefendants)

189. Oracle America and OIC incorporate by reference each of the allegations in Paragraphs 1-124 and 149-188 of this Complaint as though fully set forth here.

190. Counterdefendants have obtained business through the use of unlawful conduct including, but not limited to improperly, willfully, and unlawfully taking commercial advantage of the investment in its Software and Support Materials by Oracle entities including Oracle America and OIC, for the purpose of sabotaging Oracle America's and OIC's ability to do business and compete in the market.

191. Counterdefendants have received money as a result of their misconduct, at the expense of Oracle America and OIC, and some or all of such money is rightfully due to Oracle America and OIC.

192. The amount of money due from Counterdefendants to Oracle America and OIC is unknown to Oracle America and OIC, and cannot be ascertained without an accounting of the income and gross profits Counterdefendants have obtained through their wrongful and unlawful conduct. Therefore, Oracle America and OIC are entitled to a full accounting.

**Prayer For Relief**

WHEREFORE, as to Oracle's Counterclaims, Oracle respectfully prays for the following:

A. For a preliminary and permanent injunction restraining Counterdefendants, their officers, agents, servants, employees, and attorneys, and those in active concert or participation with any of them, from the following:

(1) Copying, distributing, publicly displaying, creating derivative works from, or using Oracle Software and Support Materials in any way, including for any business purpose, except as allowed by express license from Oracle;

(2) Copying, distributing, or facilitating copying or distribution of any Oracle Software and Support Materials directly or indirectly from or to any of Counterdefendants' offices, computer systems or networks;

(3) Regardless of the location of any specific Software and Support Materials, copying, distributing, publicly displaying, creating derivative works from, or using Software and Support Materials obtained through or for one customer to support a different customer;

(4) Facilitating the copying, distribution or use of, any Oracle Software and Support Materials without keeping a record, which Oracle may inspect upon three (3) business days' written notice, that accurately reflects all Software and Support Materials (a) copied, distributed or used, organized by customer name, (b) the date(s) of the copying, distribution or use, and (c) all other entities involved in the copying, distribution or use, including name of the entity, principal contact, and contact information;

(5) Removing or altering Oracle's copyright management information;

(6) Distributing or making available materials in which Oracle's copyright management information has been removed or altered;

(7) Making any false, misleading, or unsubstantiated statements concerning Rimini's products and services, including those alleged in Paragraph 105, and from doing or causing any further violations of § 43(a) of the Lanham Act, 15 U.S.C. § 1125;

B. For a preliminary and permanent injunction requiring Rimini to disseminate corrective advertising in a form approved by the Court to acknowledge its violations of the law and to ameliorate the false and deceptive claims previously made;

C. That the Court order Counterdefendants to file with the Court and serve on Oracle within thirty (30) days after the service on Counterdefendants of such injunction a report in writing, under oath, setting forth in detail the manner and form in which Counterdefendants have complied with the injunction;

D. For an Order directing Counterdefendants to return Oracle's property, including, without limitation, Oracle's confidential, proprietary, and copyrighted Software and Support Materials, including data, internal documents, and valuable updates, patches, fixes, and other computer code, that Counterdefendants took from Oracle, as set forth in this Complaint;

E. For an Order impounding or destroying any and all infringing materials

1 pursuant to 17 U.S.C. § 503;

2 F. For an Order awarding Oracle punitive damages in a sum to be determined  
3 at trial;

4 G. For restitution and disgorgement of all ill-gotten gains unjustly obtained  
5 and retained by Counterdefendants through the acts complained of here;

6 H. For an Order finding a Constructive Trust for Oracle's benefit, consisting  
7 of all revenues received by Counterdefendants from their wrongful conduct which should  
8 rightfully have been received by Oracle and all profits derived from that wrongful conduct, and  
9 directing Counterdefendants to pay all such sums to Oracle;

10 I. For damages to be proven at trial;

11 J. For those damages to be trebled;

12 K. For statutory damages pursuant to 17 U.S.C. § 504;

13 L. For statutory damages pursuant to 17 U.S.C. § 1203;

14 M. For prejudgment interest;

15 N. For an accounting;

16 O. For an Order awarding Oracle its attorneys' fees and costs; and,

17 P. For an Order awarding Oracle such other and further relief as the Court  
18 deems just and proper.

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DATED: February 28, 2016

MORGAN, LEWIS & BOCKIUS LLP

By           /s/ Thomas S. Hixson            
Thomas S. Hixson  
Attorneys for Counterclaimant  
Oracle America, Inc. and Defendant and  
Counterclaimant Oracle International Corp.

**DEMAND FOR JURY TRIAL**

In accordance with Fed. R. Civ. P. 38(b), Counterclaimants Oracle America, Inc., and Oracle International Corp. demand a trial by jury on all issues so triable.

DATED: February 28, 2016

MORGAN, LEWIS & BOCKIUS LLP

By /s/ Thomas S. Hixson  
Thomas S. Hixson  
Attorneys for Defendant Oracle America, Inc.  
and Defendant and Counterclaimant Oracle  
International Corp.

**CERTIFICATE OF SERVICE**

I certify that on February 28, 2016, I electronically transmitted the foregoing  
**ORACLE'S AMENDED COUNTERCLAIMS FOR DAMAGES AND INJUNCTIVE  
RELIEF AND JURY DEMAND** to the Clerk's Office using the Electronic Filing System  
pursuant to Special Order No. 109.

Dated: February 28, 2016

Morgan, Lewis & Bockius LLP

By: /s/ Thomas S. Hixson  
Thomas S. Hixson

Attorneys for Counterclaimant  
Oracle America, Inc. and  
Defendant and Counterclaimant  
Oracle International Corporation